

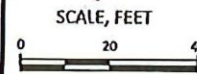
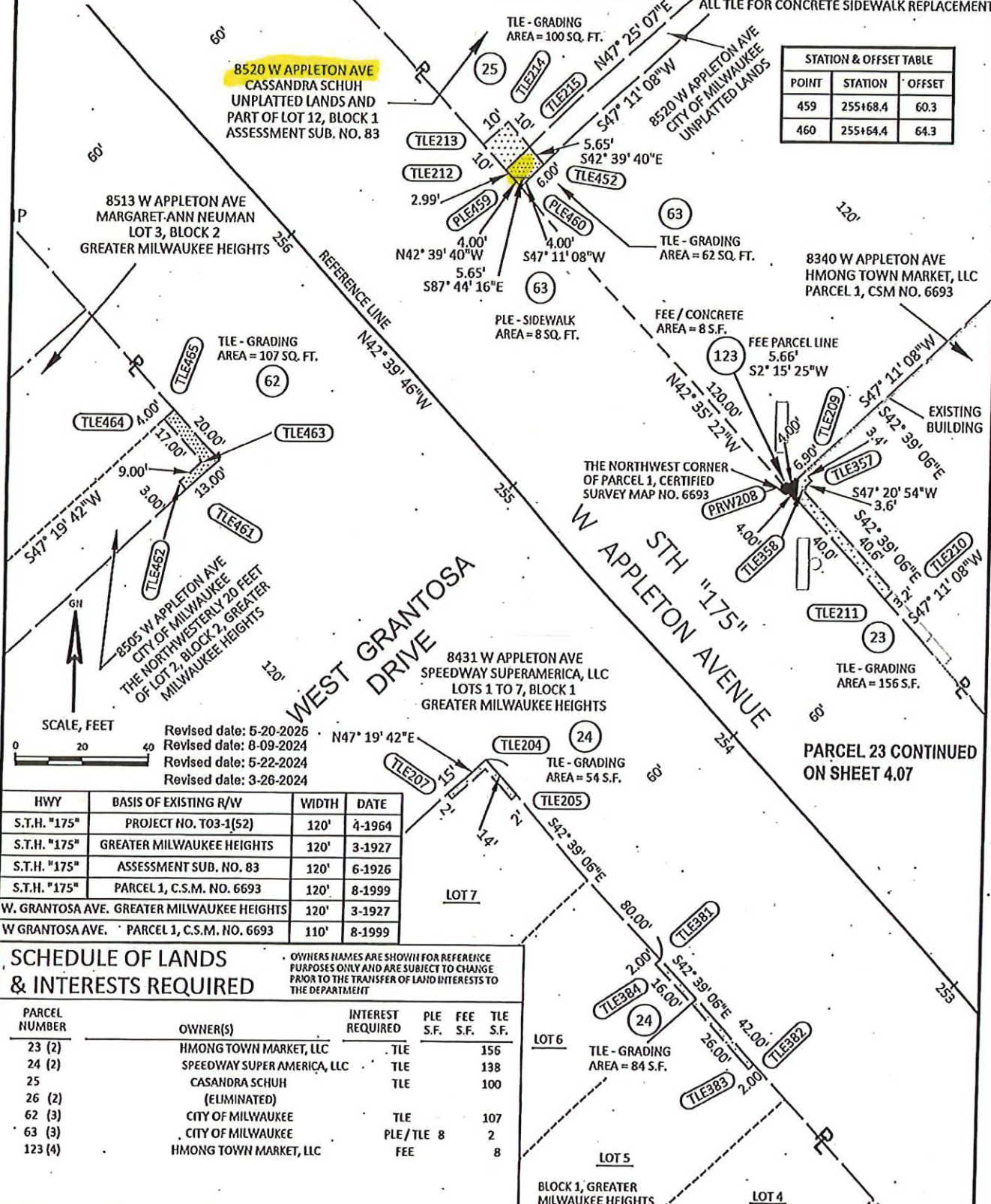
NOTES:
THIS EXHIBIT IS A GRAPHIC REPRESENTATION AND IS FOR REFERENCE PURPOSES ONLY, REFER TO THE CONVEYANCE DOCUMENT FOR PARCEL RELATED DETAILS.

R/W PROJECT NUMBER: 2010-03-22 SHEET NUMBER: 4.08

TILE ACQUISITION EXHIBIT
STH "175"
STH "181 TO 1-41 MILWAUKEE COUNTY
PART OF THE SOUTHWEST 1/4 OF SEC. 33, TOWNSHIP 8 NORTH, RANGE 21 EAST, CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

COORDINATES AND BEARINGS ON THIS EXHIBIT ARE REFERENCED TO WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE, NAD 83 (2011) ADJUSTMENT. THE COORDINATES SHOWN ARE GRID COORDINATES AND ARE TO BE USED AS GRID OR GROUND VALUES ON THIS EXHIBIT.

STATION & OFFSET TABLE		
POINT	STATION	OFFSET
459	255+68.4	60.3
460	255+64.4	64.3



Revised date: 5-20-2025
Revised date: 8-09-2024
Revised date: 5-22-2024
Revised date: 3-26-2024

HWY	BASIS OF EXISTING R/W	WIDTH	DATE
S.T.H. "175"	PROJECT NO. T03-1(52)	120'	4-1964
S.T.H. "175"	GREATER MILWAUKEE HEIGHTS	120'	3-1927
S.T.H. "175"	ASSESSMENT SUB. NO. 83	120'	6-1926
S.T.H. "175"	PARCEL 1, C.S.M. NO. 6693	120'	8-1999
W. GRANTOSA AVE.	GREATER MILWAUKEE HEIGHTS	120'	3-1927
W. GRANTOSA AVE.	PARCEL 1, C.S.M. NO. 6693	110'	8-1999

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNERS NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE DEPARTMENT

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	PLE S.F.	FEE S.F.	TLE S.F.
23 (2)	HMONG TOWN MARKET, LLC	TLE			156
24 (2)	SPEEDWAY SUPER AMERICA, LLC	TLE			138
25	CASSANDRA SCHUH	TLE			100
26 (2)	(ELIMINATED)				
62 (3)	CITY OF MILWAUKEE	TLE			107
63 (3)	CITY OF MILWAUKEE	PLE / TLE 8	2		
123 (4)	HMONG TOWN MARKET, LLC	FEE		8	

AGREEMENT FOR THE PURCHASE OF REAL ESTATE INTERESTS - SHORT FORM

Wisconsin Department of Transportation

RE1895 - 10/2024

THIS AGREEMENT, made and entered into by and between City of Milwaukee, herein after called **Seller**, and the Wisconsin Department of Transportation, herein after called **Buyer**. Once accepted, this offer creates a legally enforceable contract. Both parties should read this document carefully and understand it before signing.

Seller and the **Buyer** agree that the **Buyer** is purchasing this property for transportation related purposes, within the meaning of Chapter 84 of the Wisconsin Statutes.

Seller warrants and represents to the **Buyer** that **Seller** has no notice or knowledge of any of the following:

- 1) Planned or commenced public improvements which may result in special assessments which would otherwise materially affect the property other than the planned transportation facility for which the **Buyer** is purchasing this property;
- 2) Government agency or court order requiring repair, alteration, or correction of any existing condition;
- 3) Shoreland or special land use regulations affecting the property; and,
- 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The **Seller** agrees to sell and the **Buyer** agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in Milwaukee County, Wisconsin.

Legal description is attached hereto and made a part hereof by reference.

The purchase price of said real estate shall be the sum of Five Hundred and no/100 Dollars (\$500.00) payable in full by check at closing.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

Seller shall, upon payment of purchase price, convey the property by warranty deed, or other conveyance provided herein, free, and clear of all liens and encumbrances, including special assessments that, if any, commenced prior to the date of purchase or are unpaid shall be paid by the **Seller**. Only exceptions to free and clear are recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances and _____, provided none of the foregoing prohibit present use.

Legal possession of premises shall be delivered to the **Buyer** on the date of closing.

Physical occupancy shall be given to the **Buyer** on the date of closing. **Seller** may not occupy property after closing unless a separate lease agreement is entered into between the **Buyer** and **Seller**.

SPECIAL CONDITIONS.

This agreement is binding upon acceptance by the **Buyer** as evidenced by the signature of an authorized representative of the **Buyer**. If this agreement is not accepted by the **Buyer** within _____ days after **Seller's** signature, this agreement shall be null and void.

This transaction is to be closed at the office of _____ on or before _____
be agreed to verbally or in writing by the **Seller** and the **Buyer** and/or by an authorized representative/consultant on behalf of **Buyer**.

Project ID
2010-03-22

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No.
62

No representations previously expressed verbally or in writing, other than defined in this Agreement are a part of this sale; unless otherwise approved and agreed upon in the Statement to Construction Engineer form.

Seller and the Buyer agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, assigns, personal representatives, heirs, executors, trustees, and administrators.

Seller Signature	Date
City of Milwaukee	
Print Name	

Seller Signature	Date
Print Name	

Seller Signature	Date
Print Name	

Seller Signature	Date
Print Name	

The above agreement is accepted.

Signature	Date
Print Name	
Title	

Must be signed by an authorized representative of the Buyer.

TEMPORARY LIMITED EASEMENT

Wisconsin Department of Transportation
Exempt from fee: s. 77.25(2r) Wis. Stats.
Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
RE1577 01/2023

THIS EASEMENT, made by **City of Milwaukee** GRANTOR, conveys a temporary limited easement as described below to the **Wisconsin Department of Transportation**, GRANTEE, for the sum of **Five Hundred and 00/100 Dollars (\$500.00)** for the purpose of **Slopes and Grading**.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to
Wisconsin Department of Transportation
WisDOT SE Region 141 NW Barstow Street
Waukesha, WI 53187-0798

Parcel Identification Number/Tax Key Number

Signature _____ Date _____

City of Milwaukee
Print Name _____

Date
State of _____)
County) _____) ss.

On the above date, this instrument was acknowledged before me by the above person(s).

The signer was: _____ Physically in my presence. OR _____ in my presence involving the use of communication technology.

Signature _____ Date _____

Print Name _____

Date
Signature, Notary Public, State of _____

Print or Type Name, Notary Public, State of _____

Signature _____ Date _____

Print Name _____

Date Commission Expires

Project ID
2010-03-22

This instrument was drafted by
Wisconsin Department of Transportation

LEGAL DESCRIPTION

A **Temporary Limited Easement** is for slopes and sidewalk replacement, a right for construction as defined herein, including the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

That part of the Northwesterly 20 feet of Lot 2, Block 2, in Greater Milwaukee Heights, being a part of the Southwest 1/4 of Section 33, Town 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows:

The easterly 4 feet of the northerly 20 feet and the southerly 3 feet of the easterly 13 feet of the Northwesterly 20 feet of said Lot 2, Block 2, in Greater Milwaukee Heights, a recorded Subdivision Plat.

This parcel contains **107 SF**, more or less.

The above easements are to terminate upon the completion of this project or on the day the highway is open to the traveling public whichever is later.

Legal Description

A **Permanent Limited Easement** for a right to construct and maintain a sidewalk, including the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem desirable, but without prejudice to the owner's rights to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities.

That part of the Southwest 1/4 of Section 33, Town 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows:

Commencing at the Northwest corner of Parcel 1, Certified Survey Map No. 6693 recorded on August 4, 1999, Reel 4619, Images 1063 to 1066, as Document No. 7784655, thence North 42°35'22" West 120.00 feet to the intersection of the northerly right of way line of W Grantosa Drive and the easterly right of way line of W Appleton Avenue, being the place of beginning of the land to be described; thence North 42°39'40" West along the easterly right of way line of W Appleton Avenue, 4.00 feet; thence South 87°44'16" East 5.65 feet to the northerly right of way line of W Grantosa Avenue; thence South 47°11'08" West along the northerly right of way line of W Grantosa Avenue, 4.00 feet to the place of beginning.

This parcel contains 8 SF, more or less.

A **Temporary Limited Easement** is for slopes and sidewalk replacement, a right for construction as defined herein, including the right to operate necessary equipment thereon and the right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities, in and to the following tract of land in Milwaukee County, State of Wisconsin, described as:

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This parcel contains 62 SF, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public whichever is later.

Remainder

The project's impact on the subject property is demonstrably minimal. With no fee taking area, the Remainder Parcel maintains its original size of 0.0190 acres, completely unchanged from the Before Condition. Upon careful consideration of the size, type, and location of the acquired interest, we've determined that the overall utility of the Remainder remains entirely unaffected.

The TLE and PLE areas acquired encompass a mere 62-sq. ft., and 8-sq. ft, respectively. These negligible portions do not in any way impair the use or value of the remaining 0.0190 acres.

The Permanent Limited Easement (PLE) does not negatively impact the highest and best use of the subject property, but it does reduce the property's bundle of transferable rights. In this case, the effect is minimal, affecting only an 8-square-foot area, but it must be accounted for.

Looking ahead to the After Condition, we can confidently state that the property will retain its current highest and best use without any alterations. The temporary nature of the easement guarantees that any minor disruption will be extremely short-lived, allowing the property to continue functioning as it did prior to the project. Our analysis indicates that the project is unlikely to result in any severance damage.

SUBJECT PROPERTY PHOTOGRAPHS



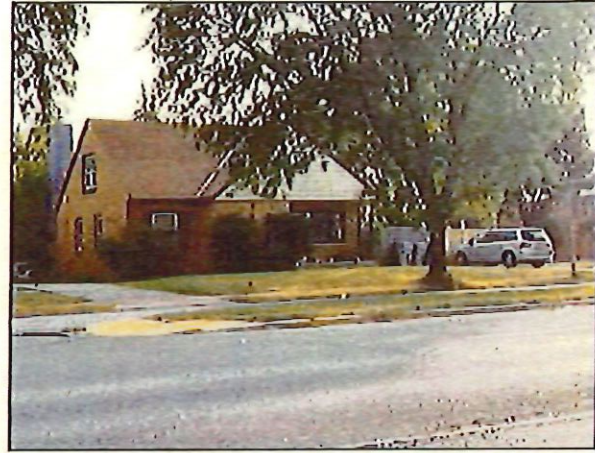
TLE and PLE areas looking northeast



TLE and PLE areas looking east



Subject Property looking east from W. Appleton Avenue



Proxy Property looking east from W. Appleton Avenue



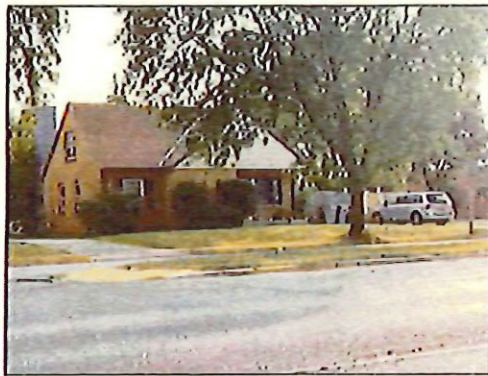
TLE and PLE areas looking northeast



TLE and PLE areas looking east



Subject Property looking east from W. Appleton Avenue



Proxy Property looking east from W. Appleton Avenue

Lockly Valuation Services, LLC
www.linkedin.com/in/anthonylockly

Project ID 2010-03-22
Parcels 62 & 63